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Starpoint Central School District And
Starpoint Teachers Assn

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AGREEMENT

Between the

STARPOINT CENTRAL SCHOOL DISTRICT

and the

STARPOINT TEACHERS' ASSOCIATION

Effective

July 1, 1999 Through June 30, 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

APR 27 2000

EXECUTIVE DIRECTOR

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ARTICLE 1

PREAMBLE

The parties to this Agreement, the Starpoint Central School District ("District") and the Starpoint Teachers' Association ("STA"), hereby agree as follows:

ARTICLE 2

RECOGNITION

The Starpoint Board of Education, having determined that the Starpoint Teachers' Association is supported by a majority of the teachers in a unit composed of professional personnel, hereby recognizes the Starpoint Teachers' Association as the exclusive negotiating agent for all members of the faculty.

The Starpoint Central School District Board of Education agrees not to negotiate with any other teacher organization other than the Starpoint Teachers' Association for the duration of this agreement.

ARTICLE 3

DEFINITIONS

As used in this contract, the definitions shall be as follows:

- 3.1 **Board** - Starpoint Central School District Board of Education.
- 3.2 **STA** - Starpoint Teachers' Association.
- 3.3 **Faculty and/or Teacher** - A member or a group of the teaching staff exclusive of administrative and supervisory personnel.
- 3.4 **Immediate Supervisor** - Elementary Principal, Secondary Principal, or designee of professional staff as appointed by the Chief Executive Officer.
- 3.5 **Chief Executive Officer** - Superintendent of Schools.
- 3.6 **Workday** - When teachers are required to be in attendance.

ARTICLE 4

NEGOTIATION PROCEDURE

- 4.1 On or after February 1st in the year which this Agreement is set to expire, either party may, in writing, notify the other of its intent to enter into negotiations for the purpose of arriving at a successor agreement. A mutually acceptable meeting date shall be scheduled as soon as practical.
- 4.2 The conduct of negotiations regarding the impasse procedures shall comply with the procedural requirement of the Taylor Law.
- 4.3 Salary notices shall be forwarded to the members of the faculty within fifteen (15) calendar days after the formal execution of the master contract. Members of the faculty shall have fifteen (15) calendar days after issuance of the salary notice on which to return it.

ARTICLE 5

STA RIGHTS AND BOARD PREROGATIVES

- 5.1 **Professional Disadvantages** - Teachers shall not suffer any professional disadvantage by reason of membership or non-membership in any local, county, state or national teachers' association or participation or failure to participate in such organizations' lawful activities.
- 5.2 **Use of School Buildings** - The STA will have the right to use school buildings at reasonable times for meetings of its STA members and guests, which meetings will be structured and controlled by the STA, subject to the approval of the Chief Executive Officer. Such approval will be in accordance with the established policies of the Board and will require the completion and submission of the forms in advance of the meetings to the Chief Executive Officer. STA meetings shall not be held during the regular school day.
- 5.3 **Teacher Mailboxes** - The STA shall have the right to place notices and circulars concerning STA business in the teacher mailboxes. Said notices and circulars shall be given to the Building Principal prior to distribution.
- 5.4 **Use of Public Address System** - The STA shall have the right to submit announcements concerning the time and place of its meetings for broadcast on the public address system and said announcements will be read at the time morning and afternoon announcements are made.
- 5.5 **STA Bulletin Boards** - The President of the STA (or his/her designee) shall have the responsibility to control all material placed on the STA bulletin boards. STA bulletin boards may be placed in the teacher lounges and teacher cafeterias.
- 5.6 **Board Agenda** - The Board shall provide the STA with an agenda of the Board meetings and also copies of any pertinent and public information at least one day prior to the meetings, and also with a copy of official minutes of Board Meetings as soon as possible after such meetings.

5.7 **Payroll Deductions** - The Board shall establish payroll deductions for all STA dues upon authorization by the individual teacher according to the provisions of Article 18.

5.8 **Board Prerogatives** - Subject to the terms of this Agreement, administration of the Starpoint Central School District is the sole and exclusive right and responsibility of the Board. This includes, but is not limited to, the courses of study, the class size, the school day, the school year, the schedule, the methods, processes and means of education; and also the direction of all of the faculty, the right to hire, promote, demote, transfer, establish rules of conduct subject to grievance procedure, discharge or discipline for cause; and to maintain discipline and efficiency of the faculty.

5.9 **STA Mailbox** - The STA shall have a mailbox in each building where mailboxes are provided for teachers.

5.10 **School Calendar** - A committee consisting of the Chief Executive Officer, two representatives of the Administrative Council, and two (2) members of the STA (one elementary and one secondary) shall meet and draw up a school calendar for the following year subject to approval of the Board.

5.11 **Summer School** - Any summer school program initiated by the District shall be subject to the negotiating procedures now existing between the STA and the Board.

5.12 **Continuing Education** - Continuing Education positions shall be filled by STA teachers if possible. The rate of compensation shall be paid at the prevailing rate for Continuing Education.

5.13 **STA President**

(A) If the President of the STA is an elementary teacher, STA business must be transacted from 8:00 a.m. to 8:50 a.m., if neighboring teacher will cooperate in supervising the students; after which time he/she will report to assigned place of duty.

(B) Should the President of the STA be a secondary teacher, he/she shall be excluded from extra-duty assignments during the school day.

(C) In no case will the activities of the President, as provided for in this section, interfere with the work activities of teachers or other school employees in the handling of STA business at any time during the teaching hours as defined in Article 8, Section 8.1 (A) (1) and (2) of this Agreement.

(D) This does not preclude the right of the Building Principal to require attendance of the STA President at Faculty Meetings.

5.14 **Time For STA Business** - An allowance not to exceed six (6) days with pay shall be permitted for STA representatives to conduct STA business to attend professional business meetings, conferences, and workshops for professional improvement with approval in advance by the Chief Executive Officer or his

authorized representative. Furthermore, it is also agreed that when these absences pertain to collective bargaining, NYSUT workshops, and negotiation training sessions, the salaries of the teachers involved shall be paid by the STA, and the Board shall reimburse the substitute. An additional six (6) days shall be granted to the STA. The salary of the individual using these days shall be paid by the STA, and the salary of the substitute shall be paid by the Board.

5.15 Conduct of STA Business - Business transactions of the STA shall not interfere with or interrupt normal school operations.

5.16 Effective Schools - The district and the STA shall work together toward the implementation of the Master Plan for Effective Schools as adopted by the board of education in 1989-90. The district agrees to support development of the Effective Schools Master Plan.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Grievance Defined - A grievance is a claim by a teacher or the STA that there has been a violation, misinterpretation, or inequitable administration of any provision of this agreement.

6.2 Right to Representation - Both parties shall have the right to be represented at any stage of the procedure by a person or persons of his/her own choice. A stenographic record or tape recording may be made upon request of either party to the grievance. The aggrieved party shall be present at all stages of the grievance procedure.

6.3 Grievances Registration and Decision-Rendering Procedure

(A) Stage One: Immediate Supervisor

A written presentation of grievance (s) by the aggrieved employee or the STA to his/her Immediate Supervisor for discussion and formal resolution.

Time Limit: Initial registration must be filed within ten (10) workdays from the time the grievance occurred or arose and of which aggrieved employees or the STA had or should have had knowledge.

Resolution Time Limit: Within five (5) workdays from date of registration.

(B) Stage Two: Chief Executive Officer

Failure of satisfactory resolution in Stage One permits the aggrieved employee or the STA to secure a second procedural stage wherein this employee or the STA and his/her Immediate Supervisor must submit, to the

Chief Executive Officer within three (3) workdays of the completion of Stage One, written statements relating to the grievance matter for the purpose of resolution by the Chief Executive Officer.

Time Limit: Within five (5) workdays after receipt of written statements by the Chief Executive Officer.

(C) Stage Three: Board of Education

Should resolution of grievance fail in Step Two, the aggrieved employee or the STA shall have the right to appeal in writing to the Board. This appeal must be initiated within five (5) workdays of the completion of Stage Two. The Board shall hold a private hearing for the purposes of reviewing all written statements and minutes of the previous stages, and of hearing all parties involved in previous stages, within ten (10) workdays. The Board shall render a decision within twenty (20) workdays after hearing the appeal. Stage Three may be waived in the event the parties can agree mutually to do so.

(D) Stage Four: Arbitration

Should the resolution of the grievance fail in Stage Three, the aggrieved employee or the STA shall have the right to submit the matter to arbitration as herein provided by a written notice within fifteen (15) workdays of intention to arbitrate, and the Arbitrator shall be selected as hereinafter provided.

The Arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall interpret the existing provisions of the Agreement and apply them to the specific facts of the grievance or dispute.

Before submitting a difference to the Arbitrator, the parties shall attempt to reach agreement on the specific issue(s). Such agreement shall be reduced to writing and submitted to the Arbitrator, who shall confirm his award to such issue(s). Failing agreement on the issue(s), the Arbitrator shall be empowered to decide same.

Upon written notice from either party of its intention to arbitrate any decision of the Board (Stage Three), the parties shall jointly within five (5) workdays of such notice apply to the American Arbitration Association for the appointment of an Impartial Arbitrator, unless the period of time is extended by mutual consent. The decision of the Impartial Arbitrator shall be binding upon the Board and the STA, and it shall be submitted in writing within thirty (30) workdays after the conclusion of the hearing unless the time is extended by mutual agreement of the Board and the STA.

There shall be no work interruption of any kind pending the decision of the Arbitrator.

The expense of the Impartial Arbitrator shall be shared equally by the parties hereto.

ARTICLE 7

TEACHER EMPLOYMENT

- 7.1 **Employment** - The STA recognizes the Board's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make good faith effort to attract teachers who possess high qualifications, and to retain such teachers in the Starpoint Central School District.
- 7.2 **Standards** - Every effort will be made to limit the employment of teacher personnel to individuals who satisfy the standards of certification of the State of New York.
- 7.3 **Interviews** - When administratively feasible and desirable, department chairpersons and other supervisory personnel may be included in interviews of teacher candidates.
- 7.4 **Physical Examinations** - Teachers shall have two (2) physical examinations. The first will be given when the teacher is appointed to the staff, the second will be when tenure is granted. However, additional physical examinations may be required at other occasions if the Board so desires. If the teacher prefers to have these physical examinations performed by his/her own family doctor or personal physician, the District will reimburse the employee an allowance equal to that charged by the school physician toward this examination upon submission of a bill or other satisfactory evidence.

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

8.1 **Teacher Workday**

(A) **Teaching Hours of Junior-Senior High School**

- (1) Teachers shall be at assigned places of duty by 7:45 a.m.
- (2) Teachers who are unassigned for activity period duty, office hours, faculty meetings, and other such meetings, shall be allowed to leave at 2:40 p.m. or at the conclusion of the first bus run dismissal. Meetings shall be held to a reasonable minimum and shall not be called for routine matters which could be handled by routine communications. (See also Article 8, Section 8.2 (B) Faculty Meetings.)

- (3) Teachers who have been assigned specific supervisory duty during the activity period will remain on duty in their respective areas and assist in student dismissal until 3:35 p.m.

(B) Teaching Hours of Elementary School

- (1) Teachers shall be in the building at 8:30 a.m.
- (2) Teachers shall be in the place of assigned duty at 8:40 a.m.
- (3) Those teachers who have children arriving on the early bus for special activities or instruction shall be at assigned place at 7:55 a.m.
- (4) Teachers shall be in assigned places of duty until 3:35 p.m.

- (C) **Teacher Responsibility** - It shall be the teacher's responsibility to follow the master schedule and abide by the time schedule for the year as provided. Exceptions to the master schedule shall be made at the discretion of the Immediate Supervisor.

- (D) **Busing** - In an emergency when buses are running late, teachers will be expected to remain on duty until five (5) minutes after departure of buses on the last regularly scheduled run of the day.

- (E) **Duty-Free Lunch** - All teachers shall be entitled to a duty-free lunch period of at least thirty (30) minutes.

- (F) **Preparation Period** - The Board agrees that teacher preparation periods are educationally useful. Consequently, it shall strive to provide preparation periods for all teachers. Each junior-senior high school teacher shall receive the equivalent of 8.5 preparation periods per week. Each junior-senior high school teacher shall receive at least one preparation period per day unless the teacher involved agrees to waive the restriction of one preparation period per day. Non-tenured teachers will not be asked to waive this restriction.

(G) Elementary Preparation Period

- (1) The District agrees to provide 40 consecutive minutes of planning time for elementary teachers. In the event of a late mid-day bus, kindergarten teachers may not receive 40 consecutive minutes of planning time on that day.
- (2) In the event the District is forced to reduce positions which provide relief to the elementary teachers, their duty-free preparation time will be maintained; and further, that in such event the District shall have the option of providing non-bargaining unit personnel to permit elementary teachers relief. Such personnel may not perform any bargaining unit work (unless, although not required, a detailed plan of the lesson to be

followed is submitted in advance by the teacher and approved by the Principal).

- (3) Teachers may use the time before and after regular classroom sessions to aid students in need of extra help.

(H) **Student Encouragement** - Teachers shall encourage students to confer with teachers and make use of facilities in any interest area related to the educational program.

(I) **Teacher Absences and Tardiness**

- (1) Without a doubt there is a distinct loss in learning to the pupil whenever the regular teacher is absent even with the best substitute. Consequently, each teacher must be present and on time each school day unless his/her presence would endanger the health of the pupils or would endanger his/her own health. In an emergency it is expected that all teachers will cooperate to provide adequate supervision of pupils at all times.
- (2) It will be the responsibility of the District to provide substitutes so as to insure the continuance of a quality instructional program. The Board will provide a service for teachers to use in the case of teacher absence. Procedures for teachers to follow will be given to them by the Chief Executive Officer.
- (3) The Board shall provide a substitute whenever possible and practical for any teacher not present in school. The determination will be made by the Building Principal or his designee.
- (4) Payroll deductions will be made for all absences not included in the negotiated Agreement with the professional staff.
- (5) It is agreed that absenteeism over and above sick leave shall constitute "neglect of duty" under Section 3020 of the Education Law unless a leave of absence is applied for and granted by the Board.
- (6) It is agreed unexcused tardiness in excess of five (5) occasions per school year shall constitute "neglect of duty" under Section 3020 of the Education Law.

(J) **Additional Service After School Hours** - Teachers may be required to attend a maximum of three (3) evening meetings per school year including but not limited to Open House and Parent-Teacher Conferences.

(K) **Parent-Teacher Conferences** - Upon the request of the parent/guardian and the approval of the teacher and the Immediate Supervisor, Parent-Teacher Conferences may be conducted during the school day if they do not interfere with the scheduled instructional program. The Board shall provide one (1) day

for Parent-Teacher Conferences in both the elementary and secondary schools. Dates are to be arranged by the administration.

(L) Duty Assignments

- (1) The duty time assigned to teachers within periods 1-9 will not exceed the equivalent of 6.0 periods per week. Holidays shall be excluded in the computation of this duty.
- (2) Duty assigned during the designated activity period will not exceed fifteen (15) periods for the school year. Reasonable effort will be made to reduce the number of activity period duty assignments and still provide adequate supervision of students. Reasonable effort will be made not to assign coaches their required activity period duty during their sports season. In addition, reasonable effort will be made not to assign advisors and supervisors, as determined by the administration, during their seasonal period of activity.
- (3) Teachers will be required to be in attendance until 3:20 p.m. on two (2) days each week of weeks consisting of four (4) or more days. During weeks of less than four (4) days, teachers shall be required to be in attendance at least one (1) day until 3:20 p.m. These office hours will be established by the Department Chairperson in those areas with chairpersons, subject to the approval of the Principal. Those departments without chairpersons will submit their office hours to the Building Principal.
- (4) Office hour schedules will be constructed in ten-week blocks and widely distributed. A posting of hours shall be mandatory.
- (5) Teachers who accept positions as Board of Education appointed coaches and/or activity advisors may include their coaching or advising time as meeting their office hour obligation. However, such individuals must be available upon request of a student, parent, or administrator to offer assistance to students at a reasonable, mutually agreed upon time. No student shall suffer in any way from a teacher serving as a coach or advisor.
- (6) Whenever a teacher is assigned an activity period duty, that teacher will not be responsible for office hours during the assigned week. Whenever feasible, teachers must be available to assist students even while on duty.
- (7) Teachers may be assigned additional duty on an emergency short-term basis as determined by the administrator.
- (8) The District agrees to exert its best efforts in the scheduling process in order to rotate and equalize cafeteria duty. An STA representative will be invited to participate in this scheduling process.

8.2 Meetings

- (A) Faculty Meetings** (Building) - Teachers may be required to attend up to twelve (12) scheduled meetings per year at the discretion of the immediate supervisor. Reasonable advance notice to participating teachers shall be provided.

(B) **Faculty Meetings** (Superintendent) - General faculty meetings and conferences called by the Chief Executive Officer must be attended by all faculty members. Faculty meetings called by the Chief Executive Officer will be held to an absolute minimum and will not be called for routine matters which can be handled by routine communications.

(C) **Departmental and/or Grade Level Meetings** - May be scheduled not more than twice (2) per month, where such meetings are held after working hours.

(D) **Superintendent's Conferences** - The Board and the STA recognize the importance of Superintendent's Conferences. To this end, Superintendent's Conferences may be allotted to the professional staff for professional purposes as determined by the Immediate Supervisor(s) and the Chief Executive Officer. The faculty shall be asked to participate in planning and implementing these conferences.

8.3 Teacher Work Year - All teachers shall render services related to the educational program as directed by the school administration up to a maximum of one hundred eighty-seven (187) days between September 1 and June 30. These days will be 184 instructional days and three staff development days.

8.4 Class Size - The parties recognize that a reasonable class size for both student and teacher is desirable to ensure quality education. The Board will make every effort to ensure that reasonable class sizes will be maintained.

8.5 Push Students - The District will make an effort to assign teachers "Push" students on a rotating basis. Volunteers to accept "Push" students will be sought first before "Push" students are assigned.

8.6 Teacher Preparations and Teacher Loads

(A) **Teacher Preparation** - A secondary school teacher shall not teach more than two (2) subject areas nor more than a total of three (3) teaching preparations at any one time.

(B) **Teacher Loads** - The normal teaching load for secondary teachers shall be 25 classes per week. However, teachers may be assigned to teach up to 30 classes per week under the following conditions:

(1) When a department would otherwise need a 0.4 teacher or less;

(1.1) The district would first seek volunteers from the affected department. If there are no volunteers, the district will proceed as follows: for a 0.3 assignment or less, the district shall assign; for a 0.4 assignment, the district agrees to post the position and consider eligible candidates. If the district chooses in its discretion not to appoint from the list of candidates, it shall assign. When the need arises to create a 0.5 or greater position in a particular discipline, the district will post the position and will hire the best qualified

person for the assignment using the district-approved shared decision making practice.

- (1.2) Employees teaching these extra classes would receive the following:
 - (1.21) Would be relieved of all non-teaching duties (except homeroom).
 - (1.22) Payment of 1/10 of MA-1 if class is taught the entire year.
 - (1.23) Payment of $\frac{1}{4}$, $\frac{1}{2}$, or $\frac{3}{4}$ of the 1/10 figure noted in (1.22) if taught for $\frac{1}{4}$, $\frac{1}{2}$, or $\frac{3}{4}$ of the school year.
 - (1.24) 1/200 of the 1/10 figure noted in (1.22) if taught any other period other than that noted in (1.22) or (1.23) above.
- (1.3) If the assignment is a 0.1, the teacher may be assigned the appropriate contractual duties when the sixth class is not being taught.
- (1.4) The STA President shall not be assigned to teach a sixth class.
- (1.5) Implementation of a 0.4 or less position shall not result in the layoff of a full-time bargaining unit member within the affected departments.
- (1.6) The following positions are not covered under Section (1.1) through (1.5): Occupational or Speech Therapists, Social Workers, Counselors, Nurses, or other positions that are not considered as classroom teachers. A classroom teacher is defined as an individual that qualifies as part of the STA bargaining unit.
- (1.7) If a teacher would otherwise have an average of 25 classes per week for the entire year, but shall have his/her schedule split, such that during part of the year he/she will teacher 30 classes per week and/or at least one day per week have six classes, then the following will occur:
 - (1.71) During the time when the teacher has the sixth class (30 classes per week and/or at least one day per week with six classes), said teacher shall have no duties during the entire day except for homeroom.
 - (1.72) Said teacher shall not receive any remuneration for the sixth class.
 - (1.73) During the time the teacher does not have the sixth class, said teacher may be given their normal complement of duties. At no time should he/she be assigned more duties in an effort to "make up" for any lost duty time when he/she has a sixth class.

- (1.74) Such split scheduling shall only occur in the following areas: Art, Music, Business, Technology, Home and Careers, and Science for lab sections only.
- (2) Teachers may volunteer for an assignment of any of the following activities, subject to approval by the District, thus bringing their load to thirty (30) classes per week:
- (2.1) Enrichment and gifted mini-courses which may involve home and career projects, technology education projects, investments, computers, spelling bee, etc.;
 - (2.2) Tutorial services to students such as math, science, reading, writing clinics or other departmental subjects;
 - (2.3) Group or individual guidance advisement for students at risk (where teachers are otherwise qualified);
 - (2.4) Library research assistance, project direction and study skills development.
 - (2.5) The assignment of a sixth class as described above (Sections 2.1 through 2.4) shall be subject to the rules as specified in Sections 1.71 through 1.74.

8.7 Emergency Days

- (A) In the event of a natural emergency (i.e., snow, flood) which causes the Starpoint Central School District to close, teachers will suffer no loss of pay or benefits.
- (B) Teachers shall not be required to work during any scheduled holiday or when school is closed for emergencies or inclement weather.
- (C) In the event that due to emergency closing days the number of student aidable days falls below the state minimum and said days are not forgiven by the State Commissioner of Education, then the teachers shall be required to meet the state minimum.

8.8 Block Scheduling

The STA agrees to be part of a committee to study the concept of block scheduling. Said committee shall consist of equal representation from the Board of Education (or their designee) and the STA (or their designee). Said findings and/or recommendations shall be submitted to the Board of Education and the STA.

8.9 Academic Learning Center

Time: 7:45 a.m. to 3:20 p.m.

Periods: One lunch

Two Planning (not tenth period)

Duties: None

Periods 1-10 available except lunch and planning. Tenth period leave early if no students show on Friday.

The assignment of teachers to the ALC is at the sole discretion of the district.

ARTICLE 9

EXCUSED LEAVES OF ABSENCE

9.1 Sick Leave - Each teacher shall be allowed thirteen (13) days leave of absence with full pay for personal illness. Such leave of absence is to be cumulative up to an absolute maximum of two hundred (200) days. While teachers shall be entitled to the yearly allocation of 13 days, unused days as of June 30th of any school year cannot accumulate where the total accumulation would exceed 200 days. For absence resulting from personal illness in excess of five (5) consecutive working days, teachers may be required to furnish a certificate from their physician stating the seriousness and duration of their illness. If this certificate is required, it shall be furnished before resuming duties. Personal illness shall not include absence for x-rays, routine dentist appointments, or eye appointments except in emergencies for a reason which has been approved by the Chief Executive Officer. Sick leave may be extended at the discretion of the Board.

9.2 Personal Leave - Each teacher shall be allowed three (3) personal days each year in addition to sick leave for personal business which cannot be conducted outside the normal school day. Such leave shall not be available to extend vacations or holidays except with special permission for a reason which has been approved by the Superintendent. These personal days shall be non-cumulative. However, unused personal days at the end of each year will be added to the sick leave accumulation not to exceed the two hundred (200) day limit for sick leave. Except in emergencies, the teacher shall notify his/her Immediate Supervisor twenty-four (24) hours in advance so that proper provision can be made to secure a qualified substitute.

9.3 Death in the Family - A leave not to exceed five (5) days per occurrence with pay shall be granted in case of death in the family of an employee. Family shall be defined as employee's spouse and the following relatives of the employee and his/her spouse: children, father, mother, brother, sister, grandmother, and grandfather. Such leave may be extended at the discretion of the Board.

9.4 Illness in the Family - A leave may be granted with pay in case of illness in the immediate family of the employee at the discretion of the Chief Executive Officer not to be exceed five (5) days per year. Immediate family shall be defined as employee's current spouse, children, mother, or father. (Current spouse's mother or

father may be included at the discretion of the Chief Executive Officer.) Any extension over five (5) days must be approved by the Board.

9.5 Leaves for Professional Services

- (A) **Educational Associations** – Officers of national, state, and local educational associations may be granted leave with pay for attendance at meetings of these organizations provided that these meetings are primarily concerned with elementary and secondary educational programs and are in accordance with the approval of the Chief Executive Officer, the immediate supervisor and also have the approval of the Board.
- (B) **Conferences** - Upon written request and with the recommendation of the Immediate Supervisor and the Chief Executive Officer, presented at an official Board meeting prior to attendance at a conference, the Board may grant approval of attendance and reimbursement of expenses. Length of absence from school and expenses involved should be reasonable. Attendance at such conference may be authorized when held under the auspices of an approved educational organization. When situations arise where not more than one (1) substitute is required, then multiple requests might be considered to the extent of reimbursing multiple expenses in the amount paid one person and let the parties involved decide how it should be divided.
- (C) **Visiting Days** - A teacher may be given a total of one (1) day leave of absence per school year with pay for the purpose of visiting schools to observe class procedure and teaching methods and conferring with teachers concerning ways and means of improving instruction. Such leave of absence shall be planned at the discretion of and in consultation with the Immediate Supervisor and the Chief Executive Officer.

9.6 Jury Duty

- (A) An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the jury fee and his/her regular per diem pay for time actually lost from work due to such jury duty. It is understood and agreed that the District is under no obligation to pay for any other costs associated with jury duty service including, but not limited to, mileage and/or parking fees.
- (B) The employee shall be required to:
 - (1) Notify his/her immediate supervisor as soon as possible, at least two (2) weeks before the day the employee is first required to report for jury service, and if not possible, as soon as possible after receiving the notice to report. Thereafter, employees shall keep the District apprised of their reporting obligations.
 - (2) Return to his/her immediate supervisor a completed form certified by the court clerk.

(C) It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty.

9.7 Court Action - If a teacher is subpoenaed to appear in court on behalf of the Board, he/she shall receive full pay plus mileage.

9.8 Military Summons - Military leave shall be granted pursuant to applicable civil and military laws.

9.9 Workers' Compensation

(A) The Workers' Compensation for the District at the present time is carried by the County of Niagara. A report form is filled out by the person who suffered an injury on the school premises while in the employ of the school. If a professional employee is injured and entitled to receive Workers' Compensation, he or she may elect not to use his/her sick days which he/she may have accumulated, and instead receive the compensation which is somewhat less than what his/her regular salary would be. If this option is selected, it will go into effect on the first day after notification to the District from the Workers' Compensation Board informing the District that the claim has been accepted.

(B) If the employee elects to receive Worker's Compensation, he/she will not have any deduction from his/her sick days, but will have 1/200th per day taken from his/her yearly salary. If the employee elects to use his/her sick days (and have the District pay his/her salary when injured and out of work on compensation), the compensation insurance will forward the money to which he/she would be entitled to the District. In addition, payment for doctor bills and hospital bills will be assumed by the Workers' Compensation carrier in accordance with its regulations and determinations.

9.10 Political Leave - The Board may grant an unpaid leave of absence for the purpose of elective or appointed office in local government. Said leave will be granted in multiples of semesters and said semesters shall be equal to the amount of time needed to fill such appointed or elective office on a one (1) term basis. The Board of Education may or may not extend such leave(s) upon request in writing.

The semester(s) a teacher is on such leave will not be counted as service for salary credit, sick leave, or other benefits.

The Board of Education shall be given two (2) months written notice prior to a return of teacher on political leave or the request for an extension thereof. A teacher who returns from such leave will be placed on at least the same level or step of the salary schedule he/she was on when the leave commenced, except that a teacher having served at least five (5) months or more in the school in which the leave commences shall be placed on the next higher level or step of the salary schedule upon his/her return to teaching.

9.11 Religious Observance - A maximum of three (3) days with pay may be granted during the school year for religious observance when the basic tenet of a faith prohibits employment. Teachers should follow the procedure under the Personal Leave portion of the Agreement regarding notification of immediate supervisor (Article 9, Section 9.2).

9.12 Sick Bank

- (A) Each year the Starpoint Central School District and the STA will establish and add to a bank of days which will be available to the faculty members for extended illness or injury when a member's accumulated sick leave has been exhausted.
- (B) Faculty members who wish to participate must contribute one (1) sick day within a month of their first day of work. The District will contribute an equal number of days until the bank accumulates a maximum of two hundred and fifty (250) days. Participating faculty members will be asked to contribute only once to the bank unless the bank falls below two hundred (200) days, in which case a lottery will be held at the beginning of the following school year to determine which members shall have to contribute to the bank again. The District shall match all days contributed by the members until the maximum is reached.
- (C) The Sick Bank Committee shall recommend to the Board when sick bank days may be granted, and final approval shall be with the Board. If an elementary teacher applies for sick bank days, the committee shall consist of two (2) elementary teachers chosen by the STA president, the Superintendent, and the Elementary Principal or their designees. If a junior-senior high school teacher applies for sick bank days, the committee shall consist of two (2) junior-senior high school teachers chosen by the STA president, the Superintendent, and the Secondary School Principal or their designees.
- (D) The first five (5) working days of each absence caused by illness or injury shall not be covered by the bank.
- (E) Should there be a disagreement on whether to grant sick bank days, the final decision will rest with the Board of Education. The decision of the Board shall be final and binding upon all parties involved, and shall not be subject to review under the contract's grievance and arbitration procedure.
- (F) All requests to the Sick Bank Committee shall be in writing with a copy sent to the Chief Executive Officer, the STA president, and the president of the Board.
- (G) Reapplications shall be made every ninety (90) calendar days.
- (H) There shall be a two hundred (200) day maximum lifetime benefit, effective July 1, 1994.

9.13 Retirement Benefit Program

(A) Benefits and Qualifications

Any unit member who retires from the Starpoint Central School District may convert unused sick days using the following option:

1. All individuals joining the NYS Teachers' Retirement System on or after June 17, 1971 will receive a conversion from sick leave based on the formula: $N \times 1/400^{\text{th}}$ of final year's salary. N = number of unused sick leave days up to a maximum of 200.
Payment will be made over a five-year period following retirement and will be in one of the following options:
 - a. Equal cash payment over five years, or
 - b. purchase of district medical and dental insurance plan premiums, or
 - c. place up to 20% of the initial total cash benefit into a flexible benefit account.
 - d. Any combination of any of the above, not to exceed the 1/5 total. Upon retirement, the district will notify the employee of the value of their sick leave conversion. The district will also maintain a record for each individual employee indicating the value of this amount over the five-year period. The employee is responsible for monitoring and verifying this amount.
2. Those that have not yet reached age 55 and have joined the NYS Teachers' Retirement System on or before June 16, 1971, will maintain an option to take a cash lump sum conversion from sick leave until the end of the school year in which they turn 58. Those individuals turning 58 in July or August must exercise this option and retire by June 30 of the previous school year. The cash lump sum conversion will be based on the above-referenced formula. Should they not exercise this option by age 58, they will receive the same benefit as those hired on or after June 17, 1971 as referenced above in paragraph 1.
3. Those already age 55 that have lost a portion of the current contractual sick leave conversion incentive may take that existing incentive or choose to receive the same benefit as those hired on or after June 17, 1971 as referenced above in paragraph a. This option must be chosen within 30 days of the ratification of this contract.
4. Unit members shall notify the Superintendent in writing of his/her intention to retire and the option chosen no later than January 28 of any given school year. Individuals wishing to retire on June 30, 2000 must notify the Superintendent in writing by March 17, 2000.

(B) Eligibility for this benefit is contingent upon:

- (1) Having had a minimum of ten (10) consecutive years as a regular full-time teacher in the District immediately preceding the time of retirement;
- (2) Is eligible to retire and collect benefits under the N.Y.S. Teachers Retirement System.
- (3) Unit members who retire under disability retirement;
- (4) Having made application to retire to the New York State Teachers Retirement System.

The benefit will take effect on the July 1 immediately following retirement. Employees who are eligible for any cash lump-sum payment or five-year payment shall receive said payment within 60 calendar days after July 1 for every year that an individual is eligible for that benefit.

Individuals retiring within the months of July, August, or September will not begin the school year and will receive payment within 60 days of their retirement.

If an employee dies after retirement and before receiving their retirement benefit, the remaining balance of the benefit will be provided to the individual's beneficiary or estate.

- (C) **Medicare Eligibility** - Teachers who become eligible for Medicare shall have the option of applying any unused funds generated by the incentive plan toward the Medicare option (supplemental insurance). "Supplemental insurance" means one of the four Medicare options offered under the District Health Plan (known as A1 [one person eligible for Medicare], A2 [two people, both eligible for Medicare], A3 [two people, only one eligible for Medicare], A4 [family, one or more eligible for Medicare]).

(D) **Special Consideration for Catastrophic Illness or Injury**

Where, within three (3) years preceding an employee's retirement from the District:

- (1) the employee has accumulated 150 or more sick leave days, and
- (2) the employee suffers a catastrophic illness or injury which causes the employee to utilize 60 or more sick leave days (for the same illness or injury) within a one-year period, and
- (3) as a result of F(2) above, the employee's accumulated sick leave time falls below 90 days, and where
- (4) the employee is not eligible to utilize the retirement incentive program herein,

then, upon retirement from the District, the employee shall be entitled to one full year of health insurance (single or family), immediately upon his/her retirement, fully paid by the District. The carrier, benefits and deductibles shall be the same as for active employees.

ARTICLE 10

CHILD REARING AND ADOPTION LEAVES

- 10.1 Purpose** - Subject to the conditions set forth in this Article, child rearing leave will be granted to any employee for the purpose of caring for the employee's newborn child during the period of the leave provided that the employee desires to resume active employment following the expiration of such leave period. This leave shall also apply for caring for a newborn child or a newly adopted child five years of age or younger.
- 10.2 Advance Written Notice** - Where the need for leave can reasonably be anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent of Schools written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.
- 10.3 Application**
- (A) **Child Rearing** - Actual notification for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of leave whenever possible, and in no case later than the fifth (5th) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.
 - (B) **Adoption** - The employee will make every effort to provide at least thirty (30) days notice of intent. Leave shall commence with adoption.
- 10.4 Term of Leave** - The unpaid leave of absence shall not exceed the balance of the semester in which the leave commences plus four (4) additional full semesters. Leave must terminate at the end of the semester.
- 10.5 Without Pay** - The unpaid leave is without pay or benefits of any kind. Nor shall any period of leave count for benefit or service accrual purposes.
- 10.6 Notice of Intent to Extend Leave or Return to Duty**
- (A) **Notice to Return** - Employees on leave shall confirm to the Superintendent, in writing, his/her intent to return on the required day and such writing shall be delivered to the Superintendent not later than November 15, for those employees intending to return at the beginning of the second semester, or by June 1, for those employees intending to return the following September.

(B) **Notice to Extend** - The notice procedure outlined in 10.3 above shall apply to those employees who desire to extend their leave to the maximum period allowed in Section 10.4 above. Employees who have extended their leaves pursuant to this section shall be required to file a notice to return, as noted above, at the appropriate time.

10.7 **Failure to Return** - If the employee fails to resume active employment by the end of the granted leave period, the employee may be considered as having voluntarily resigned. However, if the employee's failure to file or return when scheduled was due to an emergency, the employee will be excused if the employee:

(A) notifies the District personnel office as soon as possible following the emergency; and

(B) provides any documentation which may be requested by the District.

For the purpose of this section, an emergency is any circumstance beyond the control of the employee which prevents the employee from complying with the requirements of this Article.

10.8 **Early Return** - A teacher wishing to terminate a child rearing leave through no fault of his/her own, shall normally be expected at the beginning of the next semester to return to his/her position; however, the District may make exceptions due to the facts presented.

10.9 **Prior/Post Service Requirements- Probationary Teachers** - Where consistent with the tenure requirements of New York Education Law, a probationary teacher must complete at least two (2) consecutive years of teaching in the District either before or after child rearing leave to be eligible for tenure consideration.

10.10 **Accumulation of Seniority or Service Credit**

(A) Neither probationary service credit nor seniority credit will be granted for any period of time spent on child rearing leave.

(B) When employees return from child rearing leave, they shall be reccredited with all time accumulated benefits which they had accumulated as of the day prior to the first day of their leave.

(C) A teacher who returns from such leave will be placed on at least the same level or step of the salary schedule he/she was on when the leave commenced, except that a teacher having served at least five (5) months of the school year in which the leave commenced shall be placed on the next higher level or step of the salary schedule.

10.11 **Placement Upon Return From Leave** - If the teacher takes a leave of absence for child rearing purposes, he/she shall be entitled to return to the equivalent of his/her former or equivalent position in terms of tenure level unless it has been

abolished; in which case he/she will be entitled to return to any position on the basis of seniority for which he/she is fully qualified.

- 10.12 Limitations on Employment During Leave Period** - Acceptance of employment during this type of leave shall be considered abandonment of position – except for tutoring in the home, substituting in the Starpoint Central School District, and other employment in the teacher's own home – and will have the effect of a resignation.

ARTICLE 11

SABBATICAL LEAVE

- 11.1** There shall be a moratorium on the Sabbatical Leave provision (Article 11) in the contract from December 1999 through June 30, 2002. Said moratorium shall end and the current language (Article 11) shall be back in full force and effect on July 1, 2002. Teachers will be able to apply for this leave for the 2002-2003 school year.
- 11.2 Number** - On the recommendation of the Chief Executive Officer, the Board may permit members of the faculty to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system through study and/or research. A maximum of two percent (2%), discarding fractions, of the number of full-time faculty may be on Sabbatical Leave in any one school year. This number shall be so distributed that from year to year all teaching groups shall have equal opportunity of participation, insofar as possible. This does not mandate that any specific number of the staff shall be on Sabbatical Leave during any one (1) year. Faculty members with a minimum of seven (7) years of consecutive service, or eight (8) years uninterrupted by no more than a one (1) year leave, may be permitted to choose between a one (1) semester leave at full salary or a one (1) year leave at half salary.
- 11.3 Application** - Application for Sabbatical Leave during the first semester shall be made in writing to the Chief Executive Officer before the preceding February 1. Applications for Sabbatical Leave during the second semester shall be in writing to the Chief Executive Officer before the preceding September 1. Each applicant shall be notified of the acceptance or rejection of his application by April 1 or November 1.

All applications for Sabbatical Leave shall be handled by a Sabbatical Leave Committee. The faculty representatives for each area will be elected by the faculty members from that area. The committee shall be composed of one (1) representative from each of the following areas: K-3, 4-6, 7-9, 10-12, a representative of the administrative and supervisory personnel, and the Chief Executive Officer. All applications shall be referred to this Committee for preliminary review and consideration. The Committee shall have the duty of making recommendations to the Chief Executive Officer concerning all

applications for Sabbatical Leave. They shall consider the following factors in making their recommendations in the order listed:

- (A) Potential benefit to District.
- (B) Professional growth of applicant.
- (C) Professional qualifications of applicant.
- (D) Seniority in the District.
- (E) Other factors deemed important.
- (F) Preference will be given to teachers asking one (1) year at half pay.
- (G) Preference will be given to those teachers who have not been awarded a sabbatical previously.

Leave will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession. The applicant must hold a life or permanent teaching certificate (exceptions may be made at the discretion of the Board upon recommendation of the Committee). Approval of Sabbatical Leave by the Board shall be contingent upon securing a qualified substitute, as determined by the Superintendent, to assume the applicant's duties. A valid attempt shall be made to secure a qualified substitute. In no instance shall the position be left vacant, nor shall any of the services rendered by the applicant be discontinued nor assigned to another member of the staff in addition to his regular assignment. Sabbatical Leave once granted will not be terminated before the date of expiration except as otherwise agreed upon by the Board and the Chief Executive Officer. Final approval of any requests for Sabbatical Leave rests with the Board.

11.4 Activities - The following activities shall be considered appropriate. They are listed in order of general preference although the needs of the District and of the particular faculty member applying for leave will be considered in each case. All activities for which leave is granted must be planned in consultation with the Chief Executive Officer and such approved plan in written form shall be filed in his office. Any changes in such plans must be approved in advance by the Chief Executive Officer.

(A) **Formal Graduate Study** - A minimum of twenty (20) and a maximum of thirty (30) semester hours of study will be required for a full-year leave and the appropriate fraction for a half-year leave. Content of courses in order of preference are:

- (1) Teacher's own field of work in Starpoint Central School District.
- (2) Closely related fields.
- (3) Possible changes of professional position at Starpoint Central School District.

(B) **Independent Research Undertaken in Consultation with the Chief Executive Officer** - An outline of the proposed project shall be presented in such detail as to indicate the value of project to the present or future service of

the applicant in the profession and specifically to the Starpoint Central School District.

(C) Writing of a Doctoral Thesis

(D) Educational Travel

- (E) Other Reasons** - A plan shall be submitted which will state the professional objectives to be sought by such leave and an evaluation of the benefits of such leave to the Starpoint Central School District.

11.5 Reports to the Chief Executive Officer

- (A) An Interim Report** - A report to assure the Chief Executive Officer that the leave is being used in a manner consistent with this policy shall be filed with the Chief Executive Officer at the mid-point of the leave.

- (B) Final Report** - A final report shall be filed with the Chief Executive Officer at the completion of the leave and shall contain the following where appropriate:

- (1)** Institution attended.
- (2)** Courses taken.
- (3)** Credits Received – When formal college credit has been granted during the leave, an official transcript shall be filled with the final report.
- (4)** Experience gained.
- (5)** Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system.
- (6)** A report on the program to be carried out in the District following the leave period.
- (7)** Any other reports that the Chief Executive Officer shall deem to be necessary to evaluate the leave.

- (C) Filing of Report** - An employee shall not be considered as having fulfilled the leave requirements until the Chief Executive Officer has approved the final report, indicated earlier, which must be filed within thirty (30) school days after the employee has returned to active duty. In addition, a report of the benefits of the leave as carried out in the District shall be requested at the end of the school year after the teacher returns to service. This report, when received by the Chief Executive Officer, will be used to inform the Board regarding the Sabbatical Leave program.

11.6 Compensation - The compensation of the faculty member on Sabbatical Leave shall be on the following basis. If leave is for one (1) semester, the compensation shall be at the regular rate of salary. If the leave is for two (2) semesters, the compensation shall be one-half the regular rate of salary. This compensation shall be made in accordance with the regular provisions for payment of salary and other benefits to members of the faculty. It is the duty of the member of the faculty on Sabbatical Leave to keep the Business Office of the Board informed as to his/her address while on Sabbatical Leave. An employee on Sabbatical Leave shall be entitled to any automatic salary increment or any other automatic raise authorized by the Board. The applicant shall file with the Clerk of the Board a written agreement stating that he/she will remain in the service of the Starpoint Central School District for a period of two (2) years after the expiration of the Sabbatical Leave granted. Violation of this agreement will be governed by conditions stated in the following sections.

11.7 Return to Service - Upon expiration of Sabbatical Leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status, and pay provided that the employee remains eligible for reinstatement under other rules or regulations of the Board.

11.8 Failure to Complete the Requirements

- (A) In the event that the Board finds that the employee is not fulfilling the Agreement, or after a review of the facts with the employee on leave judges the program to be progressing in an unsatisfactory manner, the entire sum paid by the Board shall become due immediately and all future payments shall cease.
- (B) In the event the employee completes the program satisfactorily but does not return to the Starpoint Central School District as agreed upon in writing, he/she shall repay the Board within two (2) years an amount of money equal to the amount expended by the Board, including New York State Teachers' Retirement contributions, social security, etc.
- (C) In the event that an employee does not remain in the employment of the Starpoint Central School District for a period of two (2) years immediately following his/her Sabbatical Leave, he/she shall within two (2) years repay to the Board an amount of money equal to the amount expended by the Board, including New York State Teachers' Retirement contribution, social security, etc. This amount shall be proportional to services not rendered.

ARTICLE 12

PROTECTION OF TEACHERS

12.1 Reporting an Assault - Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their Immediate

Supervisor. A written report shall be submitted within twenty-four (24) hours, if possible, but in any event said report shall be filed as soon as possible.

- 12.2 The Report** - This report shall be forwarded to the Chief Executive Officer and then to the Board; and it shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- 12.3 Legal Counsel** - Legal counsel will be provided by the Board as contained in Section 3028 of the Education Law.
- 12.4 Loss of Time** - Should an assault on a teacher occur in the line of duty and if his/her injury results in loss of time, the teacher shall be paid his/her full salary for the period of such absence, and no part of such absence will be charged against his/her personal leave, sick leave, nor deducted from his/her salary agreement except as covered under Workers' Compensation Law.
- 12.5 Return to Duties** - The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher may be unable to perform his/her duties, and the opinion of said physician as to the said period shall determine the handling of the details in connection with a teacher's absence.
- 12.6 Financial Loss** - The Board agrees to hold save harmless and protect all teachers in accordance with Section 3023 of the Education Law.
- 12.7 Notice of Claim** - The Board shall not be subject to financial losses unless the teacher shall within ten (10) calendar days of the time he/she is served with notice of claim deliver the original or a copy thereof to the Superintendent, immediate supervisor and the Clerk of the Board.

ARTICLE 13

TEACHER REGULATIONS

- 13.1 Appointment Notices** - Appointment notices to teachers already in the system are to be issued by June 30. Notice of appointment is to include statement of salary, service area, and step on salary schedule.

ARTICLE 14

STUDENT DISMISSAL

- 14.1 Agreement** - The Board and the STA are in common agreement that good discipline and order are necessary for the conduct of the educational program. It is realized that discipline does not mean simply "to punish" but "to guide" and "to influence" as well. Therefore, discipline connotes not only the maintenance of order but the training of youngsters ultimately to exercise self-discipline.

- 14.2 Dress and Decorum** - Certain standards of dress are expected of professional workers, especially teachers, who through their daily contacts with children exert a major influence on the students, and who should create a dignified, positive, professional leadership image that commands respect and discipline. All teachers therefore will keep in mind their professionalism relative to dress and decorum.
- 14.3 Pupil Supervision** - A teacher shall have the right to discipline students in a reasonable manner and in a moderate degree for the purpose of restraining and correcting pupils.
- 14.4 Disruptive Pupils** - A teacher may remove from class or refer to the Office upon notification to the Office any pupil whose conduct is detrimental to the learning process in the class, or whose conduct is contrary to the accepted standards of good behavior. As soon as possible, but no later than the end of the school day, the teacher initiating the removal shall present to the Immediate Supervisor a written report of the incident. The Immediate Supervisor shall inform the teacher of the disposition of the incident and soon as possible. Whenever possible before a student with known unusual learning problems is assigned to a class, the immediate supervisor will discuss the case in conference with the receiving teacher. If it is not possible to see the teacher in advance, the Immediate Supervisor will contact the teacher as soon as possible. Teachers encountering such pupils in the classrooms are encouraged to make the facts known to the Immediate Supervisor at the earliest practicable time so that the proper arrangements can be made for remedial action as soon as practicable. The Immediate Supervisor will keep the teacher informed concerning the progress of the case.

A meeting of the elementary teachers, The Elementary Principal, and the school psychologist will be held prior to the end of the school year to discuss disruptive and learning disabled children, and to aid in grouping for the following year.

- 14.5 Reinstatement** - The Immediate Supervisor may suspend and reinstate pupils in accordance with the New York State Education Law and procedures established by the Board. In cases involving classroom situations, pupils suspended from school shall be reinstated to instruction by the immediate supervisor if he/she has taken such remedial action as he/she deems necessary. Teachers involved shall be informed of suspensions and reinstatements and the reasons thereof, together with any pertinent terms and conditions attached to the reinstatement.

ARTICLE 15

TEACHER EVALUATION

- 15.1 Purpose of Evaluation** - The purpose of evaluation shall be for the improvement of the teacher. Each evaluation should include positive and/or negative comments about the situation observed. If the observer discovers areas which need improvement, he/she will suggest in writing appropriate alternative teaching

procedures. If the observer is unable to offer alternatives, he/she will assist the teacher in locating resources that will assist in improving the situation. Such resources shall be noted.

15.2 Observations - Observations for the purpose of evaluation shall be reduced to writing as part of the evaluation session, and each teacher shall receive a copy one (1) day prior to the evaluation session. The evaluation session shall take place within ten (10) school days from the time of observation. The written evaluation shall be signed by both parties within two (2) days of the evaluating session. This is to attest only to the fact that both parties have read the document, and does not signify approval. To any material prepared for his/her individual file – and that includes the evaluation report – the teacher shall have the right to submit a written reaction which will be attached to the report and done within fifteen (15) days from the date the evaluation report is signed. All monitoring or observation of the performance of a teacher will be conducted openly with full knowledge of the teacher.

The Building Principal or his/her designee shall have the primary responsibility for teacher evaluation and shall make written reports and recommendations to the Chief Executive Officer.

15.3 Probationary Teachers - Probationary teachers must be observed a minimum of two (2) times each school year.

A probationary teacher shall be informed in writing by his/her immediate supervisor of his/her progress at the end of his/her first, second, third, and forth semester of teaching, and at the end of the first semester of the third year of teaching. A copy of these statements shall be on file with the Chief Executive Officer.

A probationary teacher not being re-hired the next school year shall be so notified by May 1st.

15.4 Evaluation Report - The evaluation report shall cover the following areas of classroom activities:

- (A) Comments on strengths and/or weaknesses of the teacher.
- (B) Statement of instructional areas requiring assistance if necessary.
- (C) Specific suggestions on measures the evaluated teacher can take to improve his/her performance in areas where difficulties have been indicated so that instruction can be enhanced.
- (D) Specific recommendations to the teacher and the Chief Executive Officer of the observation opportunities, workshops, and materials available within the school which will assist the teacher in making the suggested changes.

15.5 Teacher Plan Book - Teacher plan books shall be kept in the teacher's desk in a place immediately available, except when requested for review by the Immediate

Supervisor. The plan books shall be accessible. If such a request is made, the Immediate Supervisor shall have a total of eight (8) days for review and return of the plan book.

15.6 Evaluation Form and Procedure - An evaluation form and procedure shall be created by a joint committee whose members are respectively chosen by the STA and the District.

15.7 Personnel Folder

(A) **Description** - The Chief Executive Officer shall maintain an individual teacher folder containing material related to each faculty member's official record, and it shall be on file in the Chief Executive Officer's office.

(B) **Contents** - Copies of college transcripts, photostats of undergraduate diplomas, certification information, evidence of masters degree, supervisory evaluations, honors, awards, and any other documents in relation to the competency of the teacher as to his/her performance in the professional capacity shall be kept in this folder. Each teacher shall have the right, within thirty (30) days, to have included in his/her personnel folder letters answering any adverse evaluation. Each teacher shall have the right to add to his/her personnel folder material that is pertinent to the learning or teaching environment.

All parental letters concerning a teacher's performance shall be in the teacher's personnel folder. These letters shall not be a part of a teacher's classroom observation report. The letter shall be brought to the attention of the teacher and acknowledged by the teacher's signature within one (1) week of receipt, and will not become part of the official folder for thirty (30) days. In no event will any letter remain in the folder beyond three (3) years if a teacher requests its removal.

(C) **Review** - Each teacher is required to bring his/her folder up to date yearly, within the month of September, to make sure that all pertinent data is included. Each teacher shall have one (1) personnel folder and shall have the right, upon his/her request, to review the contents of his/her own personnel folder except confidential reference information supplied at the request of the administration for the purpose of obtaining employment or promotion.

(D) **Copying Rights** - Each teacher shall have the right to make a copy of the contents of his/her personnel folder under the supervision of the Superintendent or his designee. Additional copies can be made at the rate established for making copies of school records by the Board.

15.8 Teacher Reprimand - Every attempt should be made to discipline personnel in a professional manner. If a teacher is reprimanded, warned, or disciplined by his/her Immediate Supervisor or his/her designee of any infraction of the rules or delinquency in professional performances, such teacher shall have the right to discuss the matter with his/her Immediate Supervisor or his/her designee and with

a representative or observer of his/her choice present if he/she so desires. The Immediate Supervisor or his/her designee has the same privilege of having a representative or observer present.

15.9 Termination of Services - Should the Board decide to terminate the services of a probationary teacher, the teacher shall be notified thirty (30) calendar days prior to the effective date of dismissal.

15.10 Political Activity - Teachers engaging in political activity shall make it clear that their utterances and actions are theirs as individuals and that they in no manner represent the view of the District. Teachers and Board members shall not engage in political activity on school premises.

ARTICLE 16

INSTRUCTIONAL PROGRAM

16.1 Supervision - Supervision is a creative function in which both the supervisor and the supervised share ideas to evaluate and to improve the learning process. The good teacher employs a variety of approaches to assure adequate learning. The approach will vary with the group, with the time, with the place, and with the behavior to be learned. The true professional diagnoses the learning situation and prescribes the remedies which in his/her best judgement he/she believes will be the most productive to the individual and to the group. The question is not what has been presented but what has been learned.

16.2 Classroom Observation - Classroom observation is an integral part of the supervisory process. Consequently, the Chief Executive Officer, the Immediate Supervisors, and the Assistant Principals may visit the classroom as frequently as their time schedules will permit. Each classroom observation will be followed by a conference in which the actual lesson observed is discussed, as well as general ideas as to curriculum and methods. The conference is an essential part of the supervisory process and its importance cannot be overestimated.

16.3 Pupil Supervision - Teachers are not to leave pupils assigned to their charge unsupervised at any time. If, in an emergency, a teacher finds it necessary to leave his/her group, he/she should make some arrangements with a teacher in a room nearby to supervise the pupils. The teacher as well as the Board will be held responsible for any accident occurring when pupils are left unsupervised. Pupils are not to be released from class to wander around the buildings and grounds indiscriminately. In view of the temptations open to our youth these days, it would be advisable that we check this carefully to avoid placing students in situations in which the opportunity to do wrong is extended. Student teachers are not deemed qualified teachers, and the solution as to proper supervision is the same as that suggested previously. It is as follows:

Whenever you leave a room in charge of a student teacher, the student teacher should be informed as to where he/she can reach you in the event

of an emergency. If you are going to be in another wing of the school building, it would be advisable to ask a neighboring teacher to act as a representative of the District. This would assure that the pupils are under supervision of a professional employee of the District. It should provide for conferences with the college supervisor and allow for the independent experience which is required. (If, however, the college supervisor requests conferences with teachers during the first week of the student teacher's experience, it is preferable to hire a substitute on that day to go from room to room so that adequate supervision is maintained.)

- 16.4 Special Students** - Teachers who are requested to accept students with special disabilities in the regular classroom shall be notified in writing as to the specifics of said disability.
- 16.5 Staff Development** - The Board and the STA recognize the importance of staff development. To this end, a staff development program shall be planned jointly by the teachers, the immediate supervisors, and the Superintendent or his designee. Pay for teachers involved in the staff development programs shall be at the rate of: \$23 per hour for 1999-2000 and 2000-01 for those hours occurring after the normal workday or Saturday.

ARTICLE 17

HEALTH AND DENTAL INSURANCE

17.1 Health Insurance

- (A) The District will offer the following health insurance plans to staff members eligible for coverage.
- (1) Coverage shall consist of the same coverages offered by the Orleans-Niagara BOCES Consortium (Plan H) that were in effect when the Starpoint Central School District belonged to said consortium. (See 1990-93 contract between the STA and Starpoint District). Said coverage is guaranteed by NOVA President, Larry Thompson, in the letter to the STA dated 1/21/98. (SEE Appendix E).
- (2) The following Orleans Niagara Boces/Consortium riders will be included:
- A) Hospice
 - B) Managed Benefits
 - C) #8- Dependents to the age 23
 - D) #18- Well Baby Care
 - E) #35- Outpatient Psychiatric

- (3) Said coverage, henceforth known as NOVA/ONB CONSORTIUM, shall be self-funded by the District using NOVA Healthcare Administrators as their Third Party Administrator and have the following changes:
- A) There will be a deductible of \$100 single and \$200 family
 - B) Prescription drug rider at \$1.00 (generic) and \$5.00 (brand name) copay.
- (4) The District will submit to the STA President by October 1 of each year an audit of the self-funded NOVA/ONB Consortium plan solely for the purpose of verifying the fund's viability.
- (B) **Funding** - the foregoing self-funded plan shall be fully funded (100%) by the District.
- (C) **Health Maintenance Organizations ("HMO'S")** - Teachers may choose to substitute an HMO (Community Blue) in lieu of the coverage noted in Article 17.1 (A) at a contribution level not to exceed that provided for in the NOVA/ONB CONSORTIUM Program as noted in Article 17.1 (A).

-OR-

The NOVA "Preferred Provider Organization" Plan, henceforth called NOVA/PPO.

(D) **Duplicate Health Insurance**

- (1) This Agreement prohibits any enrollments if an employee or the employee's spouse or dependents are covered by any one of the following three areas:

- Any of the following three HMO's (Community Blue, Independent Health or Health Care Plan) which covers the employee, the employee's spouse or the employee's dependents.

NOTE: If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the District's plan. All other situations not covered by this language shall be considered on a case-by-case basis.

- Where a husband and wife are both employed by this District, only one health plan for the family will be provided by this District.
- Where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the District's plan.

(2) **Waiver Amounts**

Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year shall receive an annual gross amount of :

(A) \$2,100 for waiver of the family plan

-OR-

(B) \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).

In addition to the foregoing, the waiver form shall be amended to include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived.

(E) Right of Re-entry to District Health Program

Every employee barred from enrollment in the District's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or re-enter the District's plan if the disqualifying circumstances noted above are removed and the employee gives the District written notice of same. The exact date of coverage shall follow the date of written notice to the District and will be determined by the carrier. The District reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier.

(F) Health Insurance for Retired Employees

Retired employees shall be eligible to continue group health insurance up to the time they are eligible for Medicare, provided they pay the full premium costs. If the premium costs are first funded out of the retirement incentive benefit under Article 9.13 they will remain eligible for continuation of health insurance up to Medicare eligibility provided they pay the full premium costs.

(G) Medical Reimbursement Account

The District shall contribute up to \$1000 per fiscal year for family coverage or up to \$500 for single coverage toward a medical reimbursement account administered by a third party administrator selected by the District. This medical reimbursement account shall follow all strict IRS guidelines, and shall be used exclusively for the reimbursement of co-insurance payments associated with the major medical provision of the NOVA/ONB Consortium as noted below:

Coinurance: The plan pays 80%
 The employee pays 20%

The maximum that an individual is required to pay out of pocket is \$500 (reimbursed by the District) and the maximum that a family will be required to pay out of pocket is \$1,000 (reimbursed by the District) for the following:

1. Office Visits
2. Outpatient therapies
3. Durable medical equipment
4. Private duty nursing
5. Prosthetic/Orthotics
6. *Home health care
7. *Ambulance service
8. Medical supplies
9. Office consultations

*After basic benefit is exhausted

(H) Flexible Benefits Program

The District and the STA have agreed upon the terms of a flexible benefits program for active employees. The District shall pay the administrative fees associated with the program.

(I) Option to Change Third Party Administrator

The following procedure shall be followed if either the STA or the district calls for the termination of the Third Party Administrator (TPA) for the self-funded health plan referenced in Section 17.1:

1. Either party calling for termination of the TPA must demonstrate that the TPA has failed to administer the plan as referenced in Section 17.1.
2. After demonstrating the failure of the TPA to administer the plan, the parties will jointly attempt to resolve the problem(s) that led to said failure.
3. Should the parties fail to resolve said problems, they will enter a good faith effort to jointly choose a new TPA. The new TPA must offer the plan as referenced in Article 17.1.
4. The new TPA will take over the administration of the self-funded health plan following completion of the current contract year between the existing TPA and the district.

17.2 Dental Insurance

(A) The District will contribute up to \$30,000 per fiscal year to a dental insurance program chosen by the STA. Any modification(s) of any such plan shall require mutual consent. Once enrolled, a teacher must remain in the plan for the remainder of the plan year. Teacher payments, if any, shall be made by payroll deduction.

(B) Dental Study Committee

The STA and Starpoint District agree to form an equal representation committee for the purpose of studying the feasibility of a new dental plan.

Both sides agree that they will form a committee and mutually discuss alternative dental plans. Any change in the dental program must be mutually agreed upon by each party's executive committee and/or board for approval.

ARTICLE 18

PAYROLL INFORMATION

18.1 Retirement Deductions - For those teachers who are beginning service in New York State for the first time, applications for retirement must be filed in the Office of the Chief Executive Officer on the first day of school. For teachers who are already members of the retirement system but who are teaching for the first time this year at Starpoint, retirement numbers and rates must be filed with the Chief Executive Officer on the first day of school. Social security numbers must also be filed with the Chief Executive Officer on the first day of school if not filed previously. Information as to the various options will be given for new teachers at the session on Staff Day and on an individual basis for other teachers.

18.2 Deductions for Professional Dues

(A) The Board of Education of Central School District of Pendleton-Cambria-Lockport-Wheatfield-Royalton, 4363 Mapleton Road, Lockport, New York 14094, agrees to deduct from the salaries of its employees dues for the STA, the New York State United Teachers, the AFT-CIO, VOTE/COPE, and any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the money promptly to such association or associations. Teacher authorizations shall be in writing in the form set forth below. The final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

(B) PAYROLL DEDUCTION AUTHORIZATION

Social Security No. _____

Last Name _____ F _____ M _____

District Name _____ STARPOINT _____

Association Name _____ STARPOINT TEACHERS ASSOCIATION _____

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to the Associations indicated below, the dues as certified by the respective Associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all

its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purpose. This authority shall be continuous while employed in this school system or until revoked by me in writing.

☐ Local Association ☐ NYS United Teachers
☐ AFT

Member Signature _____ Date _____

- (C) Each of the Associations named in Section 18.2 (B) above shall certify to the Board in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.
- (D) Deductions referred to in Section 18.2 (A) and (B) shall be made in the following manner: The total annual membership dues for these designated Professional Associations, certified as mentioned above, shall be deducted in ten (10) consecutive equal installments beginning with the third pay period of the school year. No later than two (2) weeks prior to the third scheduled paycheck, the STA shall provide the Board with the original signed authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association named in Section 18.2 (A) and (B).

18.3 Agency Fee

(A) The Board agrees to deduct from the salaries of members of the bargaining unit who are current members of the STA the amount equivalent to the dues levied by the STA, and shall transmit such monies promptly to the STA following the same procedures as applicable under the dues deduction provision of this Agreement.

(B) This will also apply to any new bargaining unit employee hired after July 1, 1979, whether or not that new bargaining unit employee is an STA member or not.

(C) The STA shall provide the employer, in writing, a list of names of the members and non-members at least five (5) working days prior to the first (1st) deduction of such fees.

18.4 Tax Forms - All new employees must file with the District Clerk a W4 form (employee withholding exemption) not later than the first day of school. For those who have been employed in the District previously, a new W4 must be filed if the marital or dependent status of the employee has changed.

18.5 Payroll Method of Payment - Teachers will have the option of being paid one twenty-first (1/21) or one twenty-sixth (1/26) of their annual salary each two (2) weeks during the school year beginning the second Friday of the school year; and at the end of the school year they will receive the balance of the salary due them. Teachers must notify the Business Office which option they choose by the first

Friday of the school year, and must remain with that option throughout the year. Take home salary payments will be as constant as possible within the laws established by the federal and state governments.

18.6 Tax Sheltered Annuities - The Starpoint Central School District shall provide a tax-sheltered annuities program for interested teachers, and also make payroll deductions for those teachers. The insurance company (s) shall be chosen by the teachers. A common remitter shall be used to implement this provision. Teachers may make up to three (3) changes per fiscal year in regard to payroll deductions.

18.7 NYSUT Benefit Trust

- (A) The District will deduct NYSUT Benefit Trust payments, in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT Benefit Trust deduction form.
- (B) The monies deducted under Section 18.7 (A) above shall be transmitted by the District to the NYSUT Benefit Trust on the pay date that the deduction is made.
- (C) The District shall transmit to the NYSUT Benefit Trust and the Association a list of the employees for whom deductions were made and the amount of each employee's deduction.
- (D) The Association shall inform the District of the address of the NYSUT Benefit Trust.
- (E) Deductions shall be made from twenty (20) consecutive paychecks beginning with the first paycheck after school opens in September.
- (F) Deductions based on newly submitted deduction forms will begin in the first paycheck after the deduction form is filed with the payroll clerk, or as soon thereafter as possible.
- (G) Following the submission of the NYSUT Benefit Trust deduction form, employees shall be permitted to change their deduction amount no more than once each school year.

18.8 Save Harmless - The District shall be held save-harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any actions taken or not being taken in respect to deduction of monies pursuant to this Article.

ARTICLE 19

TEACHER FACILITIES

19.1 Teacher Facilities - Whenever possible each school shall have the following facilities:

- (A) Space in each classroom in which teachers may safely store instructional materials and supplies.
- (B) A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- (C) An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
- (D) A serviceable desk and chair at each teaching station for the use of teachers assigned there.
- (E) For each teacher regularly assigned to a school building, a desk or other equivalent facility for his/her personal use shall be provided; however, that such desk or equivalent facility may be temporarily used by the teacher using that particular teaching station for the purpose specified in subdivision.
- (F) A communications system through which teachers can communicate with the Main Office in the building from their classrooms to be installed in buildings where practicable.
- (G) Well-lighted, clean teacher rest rooms with assurance of privacy wherever a student facility must be used.
- (H) A separate private dining area for the use of teachers.

19.2 Use of Office Equipment - Machines used for duplicating, producing masters and transparencies, and other machines authorized for common use by teachers within a building shall be made equally available to each teacher within the building.

Machines used for duplicating, producing masters and transparencies, and all other office equipment authorized for common use by teachers shall be made available to both elementary and secondary teachers upon approval of both Building Principals.

19.3 Parking - The Board shall provide adequate and well-lighted parking for teachers at all schools whenever possible.

ARTICLE 20

TEACHER AIDES

20.1 The Board and the STA acknowledges that a teacher's primary responsibility is to teach, and that his/her energies should- to the extent possible- be utilized to this

end. Therefore the Board, as its discretion, may employ for each building when it is deemed desirable a reasonable number of persons as teacher aides to assist the teacher in the performance of such duties as the supervision of:

- | | |
|----------------|---------------------------------------|
| 1. Playgrounds | 4. Corridors and Lobbies |
| 2. Cafeterias | 5. Loading and Unloading of Buses |
| 3. Lunch Lines | 6. Study Halls and/or Detention Halls |

ARTICLE 21

EVALUATION AND IMPROVEMENT OF CURRICULUM

- 21.1 Definition** - A curriculum is an organization of learning experiences designed to achieve an educational goal.
- 21.2 Flexibility** - It is recognized that the curriculum of the schools must be flexible so that the changing needs of youth in our society today may be reflected in the program of sequential learning that is offered.
- 21.3 Communication** - The Board and the STA agree that full communication on curriculum matters is of benefit to the District and fosters broader development and understanding of educational objectives.
- 21.4 Curriculum Committee** - The Board will select a Curriculum Advisory Committee which will include two (2) members of the STA chosen by the STA. This Committee will consider a list of current curriculum concerns of the STA submitted by the STA prior to the Committee's first meeting. Membership on the Committee may also include Board Members, students, parents, residents of the District, administrators and consultants. Operating procedures such as voting, time of meetings, etc. will be the decision of the Committee. The Chief Executive Officer or his designee will be the moderator of this Committee.
- 21.5 Meetings** - The Chief Executive Officer or his designated representative will meet with the Curriculum Committee to consider revisions of the existing curriculum, investigate curricula of other school systems, study research findings, and make recommendations for improving the instructional program. Since the function of the Curriculum Committee is advisory, its actions shall in no way impede ongoing and self-initiated curriculum projects which are authorized by the Immediate Supervisor and/or the Chief Executive Officer. However, it is understood that such curriculum projects shall be brought to the attention of the Curriculum Committee as soon as possible. The first meeting shall be called no later than October 15 of each year.
- 21.6 Curriculum Changes** - The Board will consider the recommendations of the Curriculum Committee in making changes in the Curriculum.
- 21.7 Report** - The Curriculum Committee shall report to the Board and to the Executive Committee of the STA at least once each semester.

- 21.8 Curriculum Development Work** – The board and the STA recognize the importance of rewriting the curriculum to meet the new state assessments. To this end, curriculum writing and redesign must be pre-approved by the Assistant Superintendent, and all work is to be performed within the school building. Approved curriculum development writing will be compensated at \$16 per hour. A record of all hours worked will be presented to the Assistant Superintendent when the curriculum work is completed.

ARTICLE 22

TEACHER ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

- 22.1 Teacher Assignments** - Teachers will be notified in writing by June 30, of their assignments for the following school year, including any extracurricular assignments other than coaching if such has been approved by the Board. Teachers shall be notified in writing at least thirty (30) days prior to the beginning of the school year if any changes become necessary.

22.2 Transfers and Reassignments

- (A) **Voluntary** - Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such vacancy in the following year. Teachers desiring a change in grade or subject assignment should file, by April 15, a written statement of such desire with the appropriate Supervisor and such written statement will be kept on file for a period of one (1) year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference. Whenever such Supervisor knows of vacancy, he/she will notify the teacher who has filed an application for such position as promptly as possible. As soon as practicable each applicant shall be notified as to who has been appointed to such position. In the determination of requests for reassignment and/or transfer, length of service in the District, individual qualifications, and the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system on the basis of sound educational policy.
- (B) **Involuntary** - Involuntary transfers and reassignments shall be made only when necessary. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate Supervisor in charge. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, he/she may meet with the Chief Executive Officer. Teachers being involuntarily transferred should be notified of the positions available in their tenure area. Such teachers may request the position in order of preference to which they desire to be transferred.

ARTICLE 23

VACANCIES AND PROMOTIONS

23.1 Teachers Interest - Teachers are encouraged to submit yearly, on a voluntary basis, an interest inventory which would update their qualifications and interest in promotional opportunities. As positions become available, the Chief Executive Officer shall notify those teachers who indicated the desire to fill the open positions.

23.2 Promotional Positions - Positions not on the basic salary schedule for teachers and/or positions on the administrative-supervisory level include but are not limited to the positions of Chief Executive Officer, Director, Principal, Vice Principal, Assistant Principal, Guidance Counselor, Reading Coordinator, School Psychologist, Department Head or Chairperson.

23.3 Posting of Vacancies - Vacant positions shall be advertised in the school system with a description of and qualifications for the position including duties and range of salaries.

(A) Vacancies shall not be filled until at least seven (7) workdays after the position has been advertised.

(B) Teachers desiring to apply for such positions shall submit their qualifications in writing to the Chief Executive Officer or the designated Supervisor within the proper time limit.

(C) All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience with the final decision of appointment resting with the Board.

(D) Applicants for the position will be notified of the appointment made.

(E) One (1) notice shall be posted in each of the following locations: Senior High and Elementary School offices.

(F) The STA will receive a copy of the posting notices at such time as they are posted.

23.4 Chapter I Reading Coordinator - The Chapter I Reading Coordinator shall be considered a Department Chairperson for Reading (K-12).

ARTICLE 24 **NON-ATHLETIC AND ATHLETIC ACTIVITIES**

24.1 NON-ATHLETIC ACTIVITIES Payment based on M.A. Step 2 (\$38,335) for 99-00
(39,496) for 00-01

4 Years or Less

	# of Positions	Percentages	99-00	00-01
Senior Class Advisor	2 @	4.15%	1,591	1,639
Junior Class Advisor		1.84%	705	727
Sophomore Class Advisor		1.46%	560	577
Freshman Class Advisor		1.46%	560	577
All-School Play Director		4.92% or	1,886	1,943
	2 @	3.38%	1,296	1,335
Senior Play Director		4.92% or	1,886	1,943
	2 @	3.38%	1,296	1,335
*Comptroller-Extra Class		7%	2,683	
*Treasurer-Extra Class		7%/9%	2,683	3,555
Yearbook Advisor		9%	3,450	3,555
School Paper Advisor		5%	1,917	1,975
Student Council Advisor-Elem.	2 @	3.24%	1,242	1,280
Student Council Advisor-Sec.	2 @	3.24%	1,242	1,280
Play Days (per play day)		0.22%	84	87
Chaperone (per event)		0.23%	88	88 *
Department Chairman		7%	2,683	2,765
Band Director		5%	1,917	1,975
Ticket Seller		3.95%	1,514	1,560
Bookstore Manager		6%	2,300	2,370
AV Director - Elem.		6.10%	2,338	2,409
AV Director - Sec.		7%	2,683	2,765
Invention Convention Advisor		3.04%	1,165	1,201
Sec. Odyssey of the Mind		3.04%	1,165	1,201
SADD		1.52%	583	600
Scholastic Bowl		1.52%	583	600
Honor Society -Jr. High		1.52%	583	600
-Sr. High		1.52%	583	600
Varsity Club		3%	1,150	1,185
Math League Advisor		1.52%	583	600
Jazz Ensemble		2%	767	790
Staff Development		0.059%	See 16.5	23 *
Home Teaching		0.075%	See 24.4	29 *
Summer Driver Ed.		12.874%	See 24.5	4,935 *
Head Driver Ed. Teacher		2.938%	See 24.5	1,126 *
5-Hr. Driver Training Program		0.061%	See 24.5	23 *
Intramurals		0.047%	See 24.6	18 *
Elementary Band		2.38%	See 24.7	913 *
Elementary Chorus		2.38%	See 24.7	913 *

*Effective July 1, 2000, the Comptroller and Treasurer positions are combined with a 9% index for 2000-2001.

*Based on MA Step 2 (\$38,335) for 2000-01. Frozen at 1999-00 level.

ARTICLE 24

NON-ATHLETIC AND ATHLETIC ACTIVITIES

24.1 NON-ATHLETIC ACTIVITIES Payment based on M.A. Step 3 (38,657) for 99-00
(39,830) for 00-01

After 4 Years

	# of Positions	Percentages	99-00	00-01
Senior Class Advisor	2 @	4.15%	1,604	1,653
Junior Class Advisor		1.84%	711	733
Sophomore Class Advisor		1.46%	564	582
Freshman Class Advisor		1.46%	564	582
All-School Play Director		4.92% or	1,902	1,960
	2 @	3.38%	1,307	1,346
Senior Play Director		4.92% or	1,902	1,960
	2 @	3.38%	1,307	1,346
Comptroller-Extra Class		7%	2,706	
Treasurer-Extra Class		7%/9%	2,706	3,585
Yearbook Advisor		9%	3,479	3,585
School Paper Advisor		5%	1,933	1,992
Student Council Advisor-Elem.	2 @	3.24%	1,252	1,290
Student Council Advisor-Sec.	2 @	3.24%	1,252	1,290
Play Days (per play day)		0.22%	85	88
Chaperone (per event)		0.23%	88	88 *
Department Chairman		7%	2,706	2,788
Band Director		5%	1,933	1,992
Ticket Seller		3.95%	1,527	1,573
Bookstore Manager		6%	2,319	2,390
AV Director - Elem.		6.10%	2,358	2,430
AV Director - Sec.		7%	2,706	2,788
Invention Convention Advisor		3.04%	1,175	1,211
Sec. Odyssey of the Mind		3.04%	1,175	1,211
SADD		1.52%	588	605
Scholastic Bowl		1.52%	588	605
Honor Society -Jr. High		1.52%	588	605
-Sr. High		1.52%	588	605
Varsity Club		3%	1,160	1,195
Math League Advisor		1.52%	588	605
Jazz Ensemble		2%	773	797
Staff Development		0.059%	See 16.5	23 *
Home Teaching		0.075%	See 24.4	29 *
Summer Driver Ed.		12.874%	See 24.5	4,977 *
Head Driver Ed. Teacher		2.938%	See 24.5	1,136 *
5-Hr. Driver Training Program		0.061%	See 24.5	24 *
Intramurals		0.047%	See 24.6	18 *
Elementary Band		2.38%	See 24.7	920 *
Elementary Chorus		2.38%	See 24.7	920 *

*Based on MA Step 3(\$38,657) for 2000-01. Frozen at 1999-00 level.

	# of			
	Positions	Percentages	99-00	00-01

FALL

Football - Head Coach		12%	4,600	4,740
Football - Assistant Coaches	5 @	9%	3,450	3,555
Cross Country Coach		9%	3,450	3,555
Modified Cross Country		5%	1,917	1,975
Girls Field Hockey - Varsity Coach		9%	3,450	3,555
Girls Field Hockey J.V. Coach		7%	2,683	2,765
Girls Tennis		9%	3,450	3,555
Golf Coach		6%	2,300	2,370
Soccer - Varsity Coach	2 @	9%	3,450	3,555
Soccer - J.V. Coach	2 @	7%	2,683	2,765
Girls Volleyball - Varsity Coach		9%	3,450	3,555
Girls Volleyball - J. V. Coach		7%	2,683	2,765
Modified Volleyball		5%	1,917	1,975

FALL/WINTER

Cheerleading Coach		7% or	2,683	2,765
	2 @	4%	1,533	1,580

WINTER

Basketball - Varsity Coach		12%	4,600	4,740
Basketball - J.V. Coach		9%	3,450	3,555
Basketball - Modified Coach	2 @	6%	2,300	2,370
Girls Basketball - Varsity Coach		12%	4,600	4,740
Girls Basketball - J.V. Coach		9%	3,450	3,555
Co-Ed. Swim - Head Coach		12%	4,600	4,740
Co-Ed. Swim - Assistant Coach		9%	3,450	3,555
Modified Swimming		5%	1,917	1,975
Wrestling - Varsity Coach		12%	4,600	4,740
Wrestling - J.V. Coach		9%	3,450	3,555

SPRING

Girls Softball - Varsity Coach		9%	3,450	3,555
Girls Softball - J.V. Coach		7%	2,683	2,765
Track - Varsity Coach		9%	3,450	3,555
Track - Assistant Coaches	3 @	7%	2,683	2,765
Track - Modified		5%	1,917	1,975
Indoor Track		9%	3,450	3,555
Baseball - Varsity Coach		9%	3,450	3,555
Baseball - J.V. Coach		7%	2,683	2,765
Tennis Coach		9%	3,450	3,555

- 24.3 **Notification of Coaching Assignments** - Coaches will be notified of their appointments to all Fall, Winter, and Spring sports forty-five (45) workdays before the season begins.
- 24.4 **Home Teaching** - The regular rate for home teaching shall be \$29 per hour for 1999-2000 and 2000-01. The allowance per mile shall be in accordance with the IRS allowance for business expenses and shall be granted to those performing the services of a home teacher for mileage over and above that which would be normally traveled upon submission of a bill within thirty (30) calendar days of conclusion of services rendered.
- 24.5 **Summer Driver Education Program and the Five-Hour Driver Training Program** - Teachers in this program will be paid \$4,977 for the summer driver education program for 1999-2000 and 2000-01. The head teacher will be paid \$1,136 for 1999-2000 and 2000-01. The five-hour classroom training course necessary for a driver's license shall be compensated at the rate of \$24 for 1999-2000 and 2000-01.
- 24.6 **Intramurals** - Elementary and secondary teachers who supervise intramurals will be paid at the rate of \$18 per hour for 1999-2000 and 2000-01.
- 24.7 **Elementary Band and Chorus** - The District will pay a stipend of \$913 for four years or less or \$920 for after four years for 1999-2000 and 2000-01 for the elementary instrumental teacher and the elementary choral teacher for directing all musical activities that occur outside the normal workday.
- 24.8 **School Concert Chaperones** - Teachers in the secondary music department who chaperone school concerts shall be paid at the extracurricular rate for chaperones.

ARTICLE 25

SALARIES AND SALARY RELATED ITEMS

25.1 Graduate Credit Hours

- (A) Newly earned graduate credits shall be recognized for payment purposes twice per school year.
- (B) **Transcripts** - Transcripts and other written evidence of claims for advanced professional studies which affect salary payments must be filed by the last Friday in October for the first semester, and the last Friday in March for the second semester. All teachers should check their individual folders in the Chief Executive Officer's office to make sure they contain photostatic copies of all transcripts (or other evidence) which affect salary calculations.
- (C) **Graduate Credits Submitted For Pay Purposes**

- (1) Must have been granted from or approved by a regionally accredited institution.
- (2) Must be taken as part of a Master's program which is necessary for certification purposes relating to the employee's current or future bargaining unit assignment.
- (3) Graduate credits paid as of July 1, 1990, will be grandfathered.
- (4) For credits taken as of 7/1/90 and thereafter: credits taken over and above the Master's program noted in 25.1 (C) (2) above will be approved when such credits allow for professional growth in the teacher's current assignment. In this regard, credits shall be automatically approved for the following:
 - (A) Educational courses,
 - (B) Reading courses,
 - (C) English courses,
 - (D) Special Education courses - limited to twelve (12) graduate credit hours,
 - (E) teacher's area of certification.
- (5) The employee must have received a grade of "C" or above (or "S" or "P" for S/U or P/F courses, respectively).
- (6) **Payment** - Payment of graduate credits, up to a maximum of sixty (60) hours, will be paid, for every block of three (3) credit hours, at the rate of fifty-five dollars (\$55.00) per credit hour.
- (7) The first thirty (30) graduate credit hours are already built into the salary schedule, Master's column.
- (8) **Retroactive Adjustments** - No retroactive adjustments shall be made under any circumstances other than an error on the part of an institution issuing a transcript or the District. In no case shall an adjustment be made retroactive beyond the beginning of the most recent fiscal year, the fiscal year beginning on July 1.

25.2 **Salaries** - The following salary schedules shall reflect distribution of the total aggregate increases negotiated between the parties for each year of this contract. Those total aggregate increases are, inclusive of increment:

<u>Year</u>	<u>Salary Schedule</u>
1999-00	Appendix B
2000-01	Appendix C

25.3 **Part-time Teachers** - Part-time teachers shall be paid as follows:

<u>FTE/Payment %</u>	<u>Assignments*</u>
.2	1
.4	3-2 teaching, 1 duty
.6	4-3 teaching, 1 duty
.8	5-4 teaching, 1 duty

*0.6 and 0.8 teachers receive a lunch period. Homeroom supervision can be assigned and shall not be considered as a duty.

25.4 **Master's Degree** - Additional salary credit for achievement of one (1) Master's degree shall be:

\$900 - 1999-00

\$900 - 2000-01

The above differentials are already built into the salary schedule found in Appendix B, C, and D.

25.5 **Prior Service Credit** - Full credit for teaching service in other schools may be given for the first four (4) years of service.

25.6 **Veterans** - Those teachers who have served eighteen (18) or more months of continuous active duty with any branch of the Armed Forces of our country shall be given one (1) step in addition to regular teaching service credit, but combined veterans credit and teaching service credit is not to exceed a total of four (4) years of prior teaching service credit.

25.7 **Doctorate Degree** - Additional salary credit for a Doctorate degree will be \$500. Employee must be permanently certified in the field in which he/she is teaching.

ARTICLE 26

GENERAL PROVISIONS

26.1 **Modification of Agreement** - This Agreement may be altered, changed, added to, deleted from, or modified during the term of this Agreement only through the mutual consent of the parties in a written and signed amendment to this Agreement.

26.2 **Maintenance of Agreement** - This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein; nor shall this Agreement be interpreted or applied to deprive the District, through its administrators, any prerogatives heretofore enjoyed unless expressly stated herein.

26.3 **Supremacy of Agreement** - This agreement shall supersede any rules, regulation, or practices or policies of the District which shall be contrary to or inconsistent with

its terms. The provisions of this Agreement shall be incorporated and be considered part of the established policies of the District.

26.4 Duplication of Agreement - Copies of this Agreement shall be duplicated by the District. It shall be distributed to all teachers presently employed as soon as possible after ratification by both parties.

26.5 Validity of Agreement - If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

26.6 No-Strike Pledge - Pursuant to the requirements of Section 207 (3) (b) of the Public Employees Fair Employment Act, the STA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

26.7 Legislative Action - It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by an amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 27

GUIDANCE COUNSELORS

27.1 Work Hours and Work Load: Article 8, shall not apply except as specifically noted below:

8.1 (H)	Student Encouragement
(I), 1, 4-6	Teacher Absences and Tardiness
8.2 (A) (B) (D)	Meetings
8.7	Emergency Days

27.2 Work Year - The Guidance Counselor's work year shall be as follows:

(A) Between (and including) September 1 through June 30: each teacher workday plus those additional workdays as designated by the Superintendent or his designee which occur before and after the teacher work year, less designated holidays and recess periods as provided under the terms of the District-STA Collective Bargaining Agreement.

(B) Between (and including) July 1 and August 31: up to an additional twenty (20) workdays as designated by the Superintendent or his designee.

27.3 Work Hours/Workday - 7:30 a.m. to 4:00 p.m. inclusive of a thirty (30) minute duty free lunch period. The foregoing schedule shall not preclude the assignment of additional duties as enumerated above or as deemed necessary by the Superintendent

or his designee which may take place before or after the times listed (e.g., meeting with parents and/or students, open house(s), staff meetings).

27.4 The provisions of Article 15 (Teacher Evaluation) shall apply to the extent practicable. The District and the STA shall work together in achieving necessary modification to Article 15 as it shall apply to the evaluation of Guidance Counselors.

27.5 Article 25 (Salaries and Salary Related Items) - Shall apply as follows:

(A) Graduate Credit Hours - This section shall apply to Guidance Counselors.

(B) Article 25.2- 25.7 shall apply to the extent applicable.

27.6 Work During the Summer Months (7/1- 8/31)

Work performed by Counselors during the summer months shall be paid on a per diem basis (or portion thereof for partial days worked) using the applicable MA Step 2 amount divided by 220.

ARTICLE 28

AGREEMENT

28.1 Effective Dates - This Agreement was entered into on the 14th day of February 2000 by and between the Board of Education of the Starpoint Central School District, hereinafter referred to as the District and the Starpoint Teachers' Association, hereinafter referred to as the STA; whereby the District and the STA mutually agree to the provisions herein, effective July 1, 1999 through June 30, 2001.

This Agreement shall expire on the date indicated unless extended in writing by the parties.

FOR THE DISTRICT:



C. Douglas Whelan, Ed.D.
Superintendent of Schools

DATE SIGNED: 3/31/00

FOR THE STARPOINT
TEACHERS' ASSOCIATION:



George Riscile,
President, STA

DATE SIGNED: 3/31/2000

Appendix A

STARPOINT CENTRAL SCHOOL DISTRICT

CERTIFICATION OF HEALTH INSURANCE ELIGIBILITY

The SPPA and STA bargaining unit agreements read as follows: "This agreement prohibits any enrollments in District health insurance if an employee or the employee's spouse or dependents are covered by any one of the following:

- any of the three HMO's (Community Blue, Independent Health or Health Care Plan) which covers the employee, the employee's spouse or the employee's dependents;
- where a husband and wife are both employed by this District, only one health plan for the family will be provided by this District;
- where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the District's plan."

In accordance with the above agreement, I certify to the following:

CHECK ONE

- A. _____ I am not covered by any of the health insurances described above and, therefore, am eligible for District health insurance.
- B. _____ I am covered by at least one of the health insurances described above and, therefore, am not eligible for District health insurance. I am eligible for a health waiver payment in accordance with the terms and conditions of the bargaining unit agreement.
- C. _____ I am not covered by any of the health insurances described above, but wish to voluntarily waive my right to District health insurance. I am, therefore, eligible for a health waiver payment in accordance with the terms and conditions of the bargaining unit agreement. I am covered by adequate health insurance and will provide proof of coverage upon request.

Employee's Signature

Date

NOTE:

Everyone must complete the HEALTH INSURANCE SELECTION FORM. If you checked either **B** or **C**, you must also complete the HEALTH INSURANCE WAIVER AGREEMENT.

Appendix A

STARPOINT CENTRAL SCHOOL DISTRICT HEALTH INSURANCE WAIVER AGREEMENT

(A) Waiver

I, _____, an employee of the Starpoint Central School District ("District"), do hereby waive my right to health insurance under the terms of the Collective Bargaining Agreement between the District and my respective bargaining unit. I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the District will pay, directly to me, the appropriate amount as referenced by my bargaining unit agreement. Prorated payments will be made pursuant to the Collective Bargaining Agreement.

(B) Reinstatement of Health Insurance Coverage

I understand that I may elect at any time during the year, to reinstate my health insurance coverage only as a result of changed circumstances which have resulted in my loss of health insurance coverage. Such coverage will then be provided as soon as possible following receipt of written notification to the District. Reinstatement shall be governed by rules and regulations of the health insurance carrier.

Date: _____

Employee's Signature

Appendix A

STARPOINT CENTRAL SCHOOL DISTRICT

HEALTH INSURANCE SELECTION FORM

Health insurance coverages are selected once annually to take effective July 1. Changes can not be made again until next year unless you have a change in circumstances (i.e. marriage, divorce, loss of existing coverage from another employer, etc.)

Please complete the following and return to the Business Office by June 24, 1998.

- A. **Basic Health Insurance** (select one - only if you checked A. on the Certification of Health Insurance Eligibility)
- _____ NOVA Traditional
- _____ NOVA PPO (Higher benefit level than Community Blue. Please call district office at ext. 479 for information.)
- _____ Community Blue
- B. _____ **Dental Insurance** (Waiving health insurance does not exclude you from enrolling in dental insurance.)
- C. _____ **Vision Insurance** (SPPA and Non-Bargaining employees only)

Type of Coverage: (check one)

_____ **Single** _____ **Family**

Employee Signature

Date

SALARY SCHEDULE
1999-2000

<u>STEP</u>	<u>BACHELOR'S</u>	<u>MASTER'S</u>
1	34,342	38,013
2	34,807	38,335
3	35,272	38,657
4	35,735	38,979
5	36,149	39,538
6	36,674	40,314
7	37,497	41,024
8	38,388	41,961
9	38,908	42,859
10	40,101	44,398
11	41,687	46,227
12	43,318	48,058
13	44,958	50,185
14	46,808	51,852
15	48,680	53,774
16	50,609	55,791
17	52,690	57,874
18	54,800	60,151
19	63,889	70,911

SALARY SCHEDULE
2000-01

<u>STEP</u>	<u>BACHELOR'S</u>	<u>MASTER'S</u>
1	35,198	39,162
2	35,681	39,496
3	36,164	39,830
4	36,648	40,165
5	37,129	40,499
6	37,559	41,080
7	38,104	41,886
8	38,959	42,624
9	39,885	43,597
10	40,425	44,531
11	41,887	46,377
12	43,518	48,208
13	45,158	50,335
14	47,008	52,002
15	48,880	53,924
16	50,809	55,941
17	52,890	58,024
18	55,000	60,301
19	65,776	73,000



2400 CRANES ISLAND BLVD
P.O. BOX 100
CRANES ISLAND, NY 14072
PHONE 716-771-1141
TOLL FREE 800-333-1199
FAX 716-771-1276

January 21, 1998

George Riscile
President, STA
828 Fairmont Avenue
North Tonawanda, New York 14120

RE: Medical Plan Administration

Dear George:


This letter is to confirm that NOVA Healthcare Administrators can administer a Self-Funded Medical Program for the Starpoint Central School District and your members. The key points that we are aware of, and agree to, in providing this administrative service are:

- We will administer the Plan as a duplicate of the Niagara - Orleans program agreed to by you and the District.
- There will be no break in coverage for those employees or retirees who currently have coverage under the District Blue Cross/Shield plan.
- There will be no "pre-existing conditions exclusions" for employees or retirees moving to the Self-Funded plan from the Blue Cross/Shield plan.
- We will provide for a third-party organization to administer any repayable deductibles that are due to your members through the District Reserve Fund so that District personnel do not directly administer this Fund.

These were the points I believe you wanted us to agree to in advance on the Monday Board meeting.

Since I am not a principal of NOVA Healthcare Administrators, I have had Larry Thompson, President of NOVA sign this letter on their behalf.

If you need anything additional George, please contact me directly at my Sales Office number 775-1921.


Sincerely,

1-21-98

Larry Thompson, President, NOVA Healthcare Administrators

Robert L. Dotton

lbs